

Publication Agreement Between the International Institute of Informatics and Systemic (IIS) and TIDC Publishing, LLC (Trans and Interdisciplinary Communication)

Reasons for this Agreement

In a new phase, the IIS decided to publish printed copies of some of its journals' special issues and multi-author books. Consequently, the IIS searched for a publisher that was able to request the authors to sign a *fair copyright*. There was no way to find such a publisher, not even among startups. According to all the information gathered on the web and all those who have been consulted, we found out that it was not possible to find a publisher who requested a copyright contract from the authors similar to the one the IIS has been requesting, for 23 years, to be signed by the authors of its proceedings and journals. As a result, we made the decision to spin off a publishing startup.

Additionally, we think that an adequate relationship between the Academy and the Publishing Industry should not be limited to contents, i.e., editors providing peer-reviewed contents as input to the publisher. In fact, we believe that both sides might benefit from a more organic and reciprocal relationship, especially the Academy. This is why, as we will see below, the publishing spin-off will maximize its openness to academic partners (which is different from action holders). The spin-off will be limited to specific journals' special issues and multi-author books and will be aimed at building general partnerships, based on temporary partnerships, as it is a little bit described below. This is why during the start-up phase, the royalties to the editors will be about two and even three times, in some cases, higher than those we have found as a standard or average in the Publishing Industry.

Purpose

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Because of the reasons briefly described above, an agreement has been reached between the IIS and the startup TIDC Publishing, LLC (registered in Florida, USA), oriented towards the following purpose:

To provide support for: 1) *education*, including continuing self-education of academics, researchers, professionals, educators, thinkers, intellectuals, consultants, scholars and, in general, of any individual concerning his continuing development as a human being, and 2) diffusion of *Knowledge*, mostly through interdisciplinary written communication and its dissemination to the Business/Industry sectors and the Society at large.

This purpose will be mostly achieved through transdisciplinary topics, and by relating a) research to practice and consulting, b) research, education and real-life problem solving, c) research originality to innovation, which necessarily requires marketing, finance and management. This purpose also requires intellectual interpretation of scientific results in non-technical terms that might be as well a means to bridge the gap between Science and Scientific Journalism, in a more

adequate way. All of these means will be based on both reflections and reflexions¹ All of these means will be based on both reflections and reflexions which provide a more solid ground for opinion formation.

is why it is so intellectually important and pragmatically valued to explicitly and actively disseminate and relate knowledge, reflections/reflexions, and educated opinions. Actually, any knowledge (justified belief, *Episteme*) is always implicitly based on unjustified beliefs (opinion, *Doxa*) and vice versa. We have chosen the Greek words *Episteme* and *Doxa* to stand for knowledge and reflexions/opinions in order to symbolize the intent of this agreement, which is to release publications in different languages, though mainly in English and Spanish.

The business model of TIDC Publishing, LLC, will be an open one, oriented, after the start-up phase, towards attracting new general partners, with no limitation to a specific publication as it is in the case of editors or other cases of temporary partnerships. These general partners will be selected through an invitation among those editors (and other kinds of publishing supporters) who distinguished themselves by being above the average in effectiveness and productivity. Indicators to measure these characteristics are given below, at the end of this document.

Means

Among the different means or ways that might be used in this agreement are the following:

1. The IIS may provide its know-how related to its two-tier reviewing methodology for the publications that might require it, as well as the information and the decision support systems needed to handle this methodology, including the maintenance of these systems and the required person-hours to operate them. This activity, when it is required, will be done by a method that is exactly like outsourcing all what is related to the required peer reviewing of the respective *peer reviews* for a given publication.
2. TDIC Publishing will provide the required additional editing process and/or will supervise that it is adequately done.
3. TIDC Publishing may be responsible for both processes: peer review and editing, which might be serialized or conducted in parallel.
4. The above three general ways, or potential hybrids, may be used according to each publication and possible agreements with the editors.

¹ We are using the term “reflexion” as a process and product of “reflection, plus self-reflection.” O’Leary, for example, in *The Essential Guide to Doing Research* affirms that “Reflexivity in research refers to the ability of the researcher to stand outside the research process and critically reflect on that process. Research, as a ‘reflexive’ thinking process, “involves constant consideration of the researcher, the researched, and the integrity of the process.” (p. 11) Reflexive Research is to reflect on the received data and to make a reflexion on these data as well as *self-reflexion*, i.e., to observe both the object observed and the observer. This is a fundamental concept, a required notion, and a necessary act on the Second-Order Cybernetics, which, in turn, is based on the Copenhagen Interpretation of Quantum Theory.

Advisory Editorial Boards

Each journal's special issue and multi-author book will have its specific Editorial Board and a list of reviewers. This is because we are trying to minimize the intersection between the reviewing of the *content* and the edition of the *form*. An individual may hold both roles.

TIDC Publishing has a general Advisory Editorial Board as well. Its members will be selected and invited in order 1) to add credibility to TIDC publications and/or 2) to celebrate important experts in the field. In this regard, the position of the editorial board's members is largely and mostly honorific, but any one may, but is not obliged to:

- Advises on publication policy and scope.
- Be an honorary editor of a special issue or a multi-author book. (We provide below what is included in, and excluded from, the role of an "honorary editor.")
- Identifies topics for journals' special issues or multi-author books which they may guest edit, co-edit, or in which they may write a guest editorial, an invited introductory article, a book foreword, advise the editor(s), recommend members of the editorial board of the respective publication, write a guest editorial², etc.
- Identifies topics for journals' special issues or multi-author books which they may guest edit, co-edit, or in which they may write a guest editorial, an invited introductory article, a book foreword, advise the editor(s), recommend members of the editorial board of the respective publication, write a guest editorial, etc.
- Attracts new authors and submissions.
- Provides advice in cases of publishing ethics allegations.

Editors for Multi-Author Books or Journal's Special Issues

Editing may be a collective and/or individual work. There may be the following kinds of editors:

Honorary Editors:

Honorary editorship is offered to celebrate experts and intellectuals. This position is held without the normal privileges or duties of the post, unless the Honor Editor decides to have some kind of commitment such as writing an invited introductory article or a book foreword; advising the editor(s); recommending members of the editorial board of a respective publication; writing a guest editorial (see footnote 2), etc.

² A guest editorial is an invited article aimed to make reflections and/or reflexions on 1) a recent event, development, outcome, etc., 2) technological, methodological, or organizational innovations, 3) gaps in educational processes, methodology, or systems, 4) gaps or inconsistencies in the literature related to the respective special issue or multi-author book, and 5) based on any of these four, or on a combination of them, a proposal for an agenda for the respective field. A guest editorial is not a journalistic account of a political event or an article of a highly specialized nature in a discipline or sub-discipline, or political rants. Editorials include opinions, but academic editorials must be presented with a minimum of intellectual rigor.

Guest Editors:

Guest editors usually have the responsibility of getting the content and the reviewers for the articles to be published. They may get reviewing support from other authors, but in any case it should be done, at least, through double-blind reviewing. They should take care of the content and the *form* editing, The form includes a) the referencing style (mostly APA) and 2) the formatting required for the specific issue or multi-author book they are editing. This format will be the same for all publications, unless it has been otherwise agreed. During the start up phase³, and in order to minimize its duration, incentives, mostly, up to two or three times higher than the average in the publishing industry, will be offered. This is why *guest editors may get in royalties up to 40% of net revenue during the two following years after the publication has been made available, and editors as described below may get up to 20%* (Net revenue is what is left for TIDC after the online distribution channel (Amazon, for example), has retained: the printing, shipping costs, their benefits, etc.)

A researcher, scholar, intellectual, professional, expert, etc., may become a guest editor through the following ways:

- A. By submitting a proposal in a specific field and the editor-in-chief, or a senior editor, may well a) approves such proposal, 2) rejects it, or 3) suggest how it might be approved.
- B. The Editor-in-Chief or a senior editor may invite individuals with the required experience and knowledge, as well as with an adequate networking in their field, and who are oriented towards a field that has broad appeal and falls within the purpose and scope of the journal and/or of the TIDC's founding purpose, to edit a journal's special issue or a multi-author book. In the second case, it should be oriented towards ***Trans and Interdisciplinary Communication***.

Editors

IIIS and TIDC Publishing have agreed to minimize the intersection between reviewing/accepting the ***content*** and editing the ***form*** (language and required format). This separation is schematically and briefly described at <http://www.iiisci.org/journal/sci/Contents/special-issues-sub.pdf>.

³. According to Forbes, "During the start-up phase, you spend your time meeting people, coming up with new ways to sell your products or services, and consistently implementing new ideas. At this point, you won't have many processes and you should be tweaking your business model to get a sense of the market and how to turn a profit. Your employees are wearing many hats. Few job descriptions and titles should exist because you're still creating a corporate structure. Although it's an exciting time, it's where most businesses fail. Cash demands often mean you can only underpay yourself and key employees for so long because you'll only retain people for a short period before they feel like they need to move out in order to move up in their careers. Use this time to figure out a business model that allows for sustainable cash flow, consistent growth, and the ability to hire other people to run it. A business that can't succeed without you working 100 hours per week as the sole "chief, cook and bottle washer" won't grow." <https://www.forbes.com/sites/thevec/2018/01/11/business-life-cycle-spectrum-where-are-you/#47600fc0ef5e>

Consequently, multi-author books and journals' special issues might be produced through the process described in the above URL lined document, which clearly has two phases.

IIS, by means of its know-how, information and decision support systems, its two-tier reviewing methodology, its about 15,000 reviewers and 5,500 members, will review the submitted articles in order to accept or reject them. IIS will also provide the promotional processes: 1) at the beginning, by means of its call for papers through its 23-year-old built mailing lists, and 2) at the end, when the special issues or multi-author books have been published and are available for online distributors or sellers such as, for example, Amazon. TIDC Publishing will be, as well, in charge, through editors, of the language and format edition. An editorial board of the respective special issue or multi-author book will support the editor in what is called light editing process. The list of the editorial board and the reviewers will be included in the publication. An individual may be included in both lists if he or she has both roles.

In the start-up phase, the editors will get up 20% of the net revenue, as defined above. The industry standard is between the range of 6-12%, for editors doing the whole work, including the identification of authors and reviewers as well as the management of the reviewing process to decide whether an article is accepted or rejected. In the start-up phase, all of this work will be done by the IIS for TIDC Publishing in order to facilitate and reduce the person-hours required from the editor. We estimate that an editor will be doing less than half the work usually done by editors in other publishing processes that are very similar to the ones described above for Guest Editors, but will have twice as much of the royalties provided by other publishers.

The following brief description of "light editing" is how we are using it here. "Light editing generally involves ensuring consistency of style throughout the document; correcting spelling, grammar, and punctuation; evaluating word usage; correcting cross-referenced figures and tables; and identifying missing material." Valerie Joy Turner.

The editors are the ones who supervise and manage this part of the editing process, ensuring quality language and format quality, while the IIS ensures the quality of the content through its two-tier reviewing methodology, published acceptance policy, and the respective information and decision support systems.

An editor can appoint his or her co-editor if he or she prefers to take on this responsibility. An editor may also veto a paper selected by a random selection of the reviewers for each article through IIS's two-tier reviewing methodology. What an editor should not do is to require an author to include or remove specific texts or references in his/her article. ***An editor is not a co-author.*** In general, academic editors manage the reviewing process, but they are not reviewers themselves. They can be reviewers, but acting as a reviewer among others, not acting as a unique reviewer. A paper accepted by its reviewers should be included by the editor, unless he vetoes it in whole, but never because of some of its parts or references. These parts should not be forcibly removed or added. If the editor vetoes a whole paper, he/she should reason his/her veto to the editor in chief or to the senior editor in charge.

Hybrid Editorships

This kind of editing process will be tested at least three times with three different editors before making it an option to all who might qualify for it.

It combines what was described for guest editors and editors. An editor may prefer to may prefer to combine the activities mentioned above, 1) as a guest editor for a subset of the papers to be published. Taking charge of the *whole* review/accept/edit process and 2) as a regular editor of the papers submitted to the ISSS and reviewed/accepted by the IIIS reviewers via its two-tier reviewing methodology.

When the editor takes charge of the *whole* process of at least 35% of the total number of published articles, then he/she will be guest editor in, at least the third part, of the publication. Consequently, he/she will be holding both roles: as guest editor for one part of the publication and as a regular editor for the rest of the article. Consequently, his/her royalty percentage may be agreed to be proportionally represented in the range of 20%-40%.

In any case, the editor should have the qualifications required for a guest editor, which must be specified and accepted before the beginning of the reviewing/editing process.

Partners

After the start-up phase is over, TIDC Publishing will start offering partnerships to the most effective and/or productive editors. Among the indicators of *effectiveness* will be deadlines level of fulfillment as well as the level of achievement in editing quality. Among the indicators of productivity will be the number of edited special issues, the total revenue of their edited publications, etc.

Other indicators that will be taken into account are the following (as an initial list):

- Time of service as member of the TIDC Publishing's Editorial Board.
- Number of years providing support in other roles, such as managing editor, senior editor, journal's editor-in-chief, etc.
- Number of times serving as a member of the editorial board of a Journal's special issue or a multi-author book.
- Number of times serving as a non-IIIS reviewer of a Journal's special issue or a multi-author book.
- Number of recommended potential editors who were approved by IIIS's journal's Editor-in-Chief or TIDC Publishing's senior editor, and had an adequate level of effectiveness and/or productivity.

Each partnership will be offered according to an agreement in which it will be established the activity that the partner will have, along with ways in which the benefits and the general policy decisions will be shared by him or her. The growing phase, which will follow the start-up phase, is estimated at 7-12 years. If growth and, hence, the consolidation are achieved, then after about

15 years, the growing factor will, hopefully, be about 5% yearly and the brand recognition will potentially allow for expansion through other spin-offs, possibly based on technological innovations, that are what made possible the sustainability of the IIS (for 23 years), and which is providing the initial input, feasibility and sustainability of TIDC Publishing, among other already planned spin-offs.

Copyright Issues

As we have said above, the initial and main reasons for starting up TIDC Publishing is certainly not to compete with publishing behemoths, but to provide IIS's authors with a fair copyright contract. This was the consequence of what we noticed (after having gathered information from several publishers) that their copyright requirements were not acceptable for us, especially because they limit the right of the author to use his/her own article in other larger publications authored by him or her, even if the author references the initial publication, which is what is ethical from an academic perspective and in order to avoid being perceived as a self-plagiarist. We honestly never came to understand why an author cannot use the content of his or her own previously published articles in a larger or more extended publication or in a book. Where are the author's **INALIENABLE rights**? Why cannot the copyright of publications be handled in the same manner as software copyrights, where the author keeps his or her inalienable rights?

Examples

In order to explain why we could not accept the contractual conditions of some publishers, we are going to copy some clauses we found in some of these contracts and provide the reasons why, we think, authors might not (and should not) sign them. (We will use PPP as a generic publisher name).

Example 1

The author CANNOT use the verbatim text of the manuscript or any part thereof that has been copyrighted by PPP before first obtaining the written permission of PPP.

This is a highly restrictive statement. What if the author were to read his/her book to his/her students? How would PPP and his attorneys understand the word "*use*?" Let us give an extreme and silly example: Can the author read his/her chapter to his/her students, or to an audience in an industry seminar? Of course he/she can, but the word "use" is so general that, technically, reading the book to others is "using" the text. Can the author read it while filming or recording? We suppose not.

Can the author reference his own article, citing some texts, without asking for permission to PPP?

What happens if the distribution of the book is badly managed? With this clause, all the work of the authors would be undermined. PPP does not want to take any risks, but he wants the authors to assume all the risks related to potentially losing a part of their lives. And if an author wants to

synthesize most of his/her life according to the way it was expressed in a chapter, his or her work will be completely undermined. The only way to rescue his/her work would be by completely redoing it, but in different words and in different texts. What if the author wants to translate his/her chapter into Japanese, Chinese, Arabic, or Spanish? Would that be considered another text? Would it be allowed without asking for PPP's previous consent? A translation would be another way of **using** the text, and the author would be required to sign a clause stating that he/she **CANNOT use** it (in capital letters, in the required written clause of PPP. The term "use" is extremely general and, consequently, excludes many future possibilities

Example 2

Author(s) cannot post the contents of the article on any website or distribute the work to others in either electronic or print forms without the written permission of PPP.

So, the author cannot make copies to his/her students, kids or friends "without the written permission of PPP?" This sounds ridiculous, but it cannot be legally done by the author; PPP should have written instead that the author cannot do it for commercial reasons or for any monetary benefit. But PPP did not expressly state it in this way, as it is usual. Furthermore, this clause prohibits the author to post a scan on his/her personal web page, which is absurd if the author is not removing PPP's name and logo. This is another example of a clause that will undermine eternally the author's work if the distribution management by PPP fails. Again, authors will pay the high price for PPP's potential failure. One usual way to accept such a clause is to limit it to a maximum of one year or two, which should be the usual thing to do before publishing any article under copyright transfer, as long as it is for non-commercial use. The copyright should limit the commercial use by any other publisher, including the author. Anything else is not fair, because of the inalienable rights of the authors. **Copyrights** should not be mixed or confused with **author's** rights. *Copyright is an economic issue author's rights are a moral issue. i.e. moral rights.*

Example 3

PPP will have the right to edit the work for the original edition and for any revision, provided that the meaning of the text is not materially altered.

Who decides that the meaning is not changing? This clause should say that PPP can do it as long as the author agrees to it. Otherwise, the author would be foolish and completely out of his/her mind to sign an agreement containing such a clause. It is a matter of **moral** right, which is part of the *Human Rights*. Berne convention (international agreement governing copyright), clearly and explicitly separates authors' economic right from their moral rights. Moral rights are basically two: paternity and integrity. The second right clearly establishes a work cannot be modified without the consent of its author. This is why we may suggest that clauses like the above (example 3) could be an immoral one.

For example, the president of the IIIS refused to remove a section from his dissertation and was readily going to move to another university because he could not morally, ethically and intellectually agree to any removal or change without his consent, if the article or the dissertation

was related to his name as an author. One member of his dissertation committee told him that all he had to do was to remove a section and then he would graduate the next day. He refused to do so and started the process of applying to another university. It was his adviser, and the president of the Dissertation Committee, who in private, advised this member of the PhD committee to accept it, especially because his reasoning was a scientific one, though not according to the experimental science. He was already willing to throw away all his work at this university and go to another one if that was the price to pay for not agreeing to the removal of this section.

In our opinion, no author can, and should, sign a clause like the above one. Not just for ethical, moral, and ethical reasons, but also because of pragmatic ones. Let us use a hyperbole as a communication tool: What if in such a change the author appears to be promoting an ethically controversial issue or referring to a referenced author in not the most adequate terms? What would happen then if a reader associated this change with the name of the author? These changes should not be made, not even in the light editing phase, because changing a word may change the whole meaning of the respective sentence. *It is not always a matter of linguistic style, but also of the right content.*

Example 4.

When the Publisher decides that the public demand for this work no longer warrants its continued manufacture, the Publisher may discontinue the manufacture and destroy any or all plates, books, and sheets without liability to the Author

REALLY??? What about the above clauses that state the author cannot use the same text? So, the author cannot use his/her own text, not even when the publisher decides to discontinue it and destroy it. Really???

This clause is really unbelievable.

We honestly never seemed to understand why an author cannot use the content of his/her previously published articles in a derivative work through, for example, a more extended publication or a book. Where are the author's **INALIENABLE** rights? Where are the author's *moral rights*? When authors transfer the right to copy, are they transferring an economic right, not the author's right or moral rights. Moral rights cannot be assigned nor licensed, but can be waived by contract, and this is what some copyright contracts implicitly include. We believe it is not ethical to include in a copyright contract a clause that allows the moral rights of the author to be implicitly waived.

For example, at <https://lwn.net/Articles/149110/>, a web page of LWN.Net, Cantdin asserted that "Continental European law doesn't have *copyright*, but an *author's right* ("droit d'auteur", "Urheberrecht", "auteursrecht" etc.). The crucial difference between *author's right* and *copyright* is that *author's right* is "inalienable", i.e. it can't be transferred from the author to another party.. If I - as a German - create a work, the *author's right* will remain mine, and can't be owned by my publisher or employer, until its expiration 70 years after my death... However, European publishers and employers **routinely circumvent the inalienability of *author's right*** by making the author/creator sign contracts that grants them exclusive "representation" of their *author's right* (similar to a lawyer representing the rights of a client)" [emphasis added]. However, continental European publishers and employers **routinely circumvent the inalienability of**

author's rights by making the author/creator sign contracts that grant them exclusive “representation” of the *author's rights* (similar to a lawyer representing the rights of a client).” [Emphasis added]. Is that ethical? Should an author sign this kind of contract in order to allow a publisher to publish his/her article or book because, otherwise, the work will not get published? Is that fair? Because many authors cannot afford the cost of hiring a lawyer, are they condemned to be taken advantage of by publishers? And what about those who want to reserve their moral rights through an Author's Retention Rights clause? Will their paper be rejected after they have potentially spent hundreds of hours working on it? Why is not the contract presented up front and before the author spends his/her time as editor or author? Is that fair?

Solution,

As a means of saving authors unfair situations, this agreement includes the following clauses about Author's Retention Rights in the copyright contract:

- The rights to reproduce, to distribute, publicly perform and publicly display the article in any medium for non-commercial purposes, as long as the original publication is always referenced, and no removal (names, titles, logos, etc.) is made to the publication. For example, as long as it is for not commercial purposes, the author may make and distribute copies over the course of teaching and research and may post the article on personal or institutional web sites and in other open-access digital repositories.
- The right to prepare derivative works from the article published as long as this article is cited as the source of the first publication.
- The right to agree, or not, to any change to be made to the author's article. This is one of the reasons why the editor will be instructed not to enforce changes the author will not agree to, and this is also the reason why we are minimizing the intersection between reviewing and form (language, reference style, and format) editing. The editor can help in form editing and can reject an article for not following the required format. But the editor cannot reject the content of an article that has been recommended for publication by the majority of the reviewers by means of IIS's two-tier methodology. An editor can be one of the reviewers, but he should not intend to behave as a co-author.